

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP** **ELECTRONIC PRODUCTS AND SERVICES** **ABC-CLIO**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ABC-CLIO a California corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 4th day of April 2002 and ending the 30st day of April 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

ABC-CLIO  
130 Cremona Drive  
Santa Barbara, CA  
93117

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



**ABC – CLIO, 130 CREMONA DRIVE, SANTA BARBARA, CA 93117**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**

ACCEPT PROCUREMENT CARD: **NO**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: **NO**

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**

PRICING SHEET **S027402/B0604225**

**ABC-CLIO  
LOT H**

The pricing below is based on the Number of Sites

Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed				Pricing							
				Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
World Geography				\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00
State Geography				\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00	\$ 499.00

Pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access One invoice submitted annually to MCLD			Pricing		
			Product Cost	emote Access	Total Price
World Geography			\$ 399.00	\$0.00	\$ 399.00
State Geography			\$ 399.00	\$0.00	\$ 399.00

**Note:**  
This pricing applies only if all sixteen (16) sites, two per library, are purchases at one time.

**ABC – CLIO, 130 CREMONA DRIVE, SANTA BARBARA, CA 93117**

**SUPPLEMENTAL PRICING**

The pricing in this section is guaranteed if all 8 libraries purchase the product.

Additional Costs and Discounts - Central Billing	Pricing
No additional costs or discounts	\$0.00

**TOTAL Additional Fees: \$0.00**

Pricing per individual library

Additional Costs and Discounts	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Individually Billed								
No additional costs or discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL Additional Fees:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Terms: NET 30

Federal Tax ID Number 95-2565912

Vendor Number: 952565912

Telephone Number: 800/38-6868

Fax Number: 805/685-9685

E-Mail Address (REP) [tdillard@abc-clio.com](mailto:tdillard@abc-clio.com)

Company Web Site: [www.abc-clio.com](http://www.abc-clio.com)

Contact Person Tom Dillard, Kevin Leffew (X169)

Insurance Certificate Required

Contract Period: To cover the period ending **April 30, 2005.**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 11, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP** **ELECTRONIC PRODUCTS AND SERVICES** **BRODART CO.**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **BRODART CO. by NUBRO Inc. general partner**, a Pennsylvania corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of Three (3) years, beginning on the 11th day of April, 2002 and ending the 31st day of April 30, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

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If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

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**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

Brodart Co.  
ATTN: Assistant Secretary  
500 Arch Street  
Williamsport, PA. 17701

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

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County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

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If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.



**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

---

AUTHORIZED SIGNATURE

---

PRINTED NAME AND TITLE

---

ADDRESS

---

DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 06, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



## CONTRACT FOR SERVICES PURSUANT TO RFP 01120, EBSCO

This Contract is entered into this 6th day of March, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and EBSCO Publishing, a **Massachusetts** Corporation (Contractor") for the purchase of Electronic Data Base Products services.

### 1.0 **TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 6th day of March 2002 and ending the 31<sup>st</sup> day of March 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 **PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, item numbers, description of services, quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.0 **DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

### 4.0 **TERMS & CONDITIONS**

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 **Indemnification:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to Contractors obligations under this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability: Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 **Automobile Liability:** Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 **Workers' Compensation:** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 **Certificates of Insurance.**

Upon demand and within 48 hours Contractor shall produce certificates of insurance, as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

**4.2 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

**4.3 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

EBSCO Publishing  
Attn: Sales Department  
10 Estes Street  
Ipswich, MA 01938

**4.4 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.5 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date (March 31, 2005). Requests for adjustment in price must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.6 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues



for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCE'S:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract only for the duration of this contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT: ☒ YES ☐ NO

\*Please note that use of this contract by other government agencies would also involve an additional cost.

PRICING SHEET **S0274 02 / B0604225**

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938****LOT A, EBSCO****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access One Invoice submitted to annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Newspaper Source	\$303,050.00	\$0.00	\$303,050.00
MasterFILE Premier	\$0.00	\$0.00	\$0.00
EBSCOhost Espanol	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's pricing as noted, the *Newspaper Source* database has been added to the Lot A option at no additional cost. Therefore, the pricing indicated provides access to both *MasterFILE Premier* and *Newspaper Source*. Additionally, access to the EBSCOhost Espanol interface has been included at no additional cost

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
MasterFILE Premier	\$30,200.00	\$32,600.00	\$72,000.00	\$29,760.00	\$11,682.00	\$153,422.00	\$39,422.00	\$27,800.00
Newspaper Source	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EBSCOhost Espanol	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's pricing as noted, the *Newspaper Source* database has been added to the Lot A option at no additional cost. Therefore, the pricing indicated provides access to both *MasterFILE Premier* and *Newspaper Source*. Additionally, access to the EBSCOhost Espanol interface has been included at no additional cost.

EBSCO will provide a 15% discount off of the above pricing if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

**LOT B, EBSCO**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Alt-Health Watch	\$10,127.00	\$10,932.00	\$24,145.00	\$10,582.00	\$3,917.00	\$51,449.00	\$13,256.00	\$9,322.00
Health Source: Nursing/Academic Edition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's original bid response, Lot B contained the following databases: *Alt-HealthWatch*, *Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*. Therefore, the pricing indicated above provides access to *Alt-HealthWatch*, *Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*.

EBSCO will provide a 15% discount off of the pricing above if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access One Invoice submitted to annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Alt-Health Watch	\$95,285.00	\$95,285.00	\$95,285.00
Health Source: Nursing/Academic Edition	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's original bid response,

Lot B contained the following databases:

*Alt-HealthWatch*, *Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*.

*Therefore*, the pricing indicated provides access to *Alt-HealthWatch*, *Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*.

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

**LOT G**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	<u>X</u>
Number of Sites	<u>X</u>
Number of Terminals	<u>X</u>
Budget	
Other, please specify:	

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Magill on Authors	\$1,350.00	\$1,350.00	\$5,850.00	\$1,350.00	\$900.00	\$5,850.00	\$1,800.00	\$450.00
Magill on Literature	\$2,250.00	\$2,250.00	\$9,750.00	\$2,250.00	\$1,500.00	\$9,750.00	\$3,000.00	\$750.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

EBSCO will provide a 15% discount off of the above pricing if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access One Invoice submitted to annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Magill on Authors	\$11,970.00	\$0.00	\$11,970.00
Magill on Literature	\$19,950.00	\$0.00	\$19,950.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing, and downloading of citations and articles. If The Library District chooses to extent the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

**LOT J**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access	Pricing		
	Product Cost	Remote Access	Total Price
Central Billing			
Religion and Philosophy	\$45,945.00	\$0.00	\$45,945.00
Applied Science & Technology Abstracts	\$26,720.00	\$0.00	\$26,720.00
Science Reference Center	\$64,704.00	\$0.00	\$64,704.00
Computer Source	\$25,470.00	\$0.00	\$25,470.00
Social Science Abstracts	\$24,578.00	\$0.00	\$24,578.00
<b>TOTAL PACKAGE LOT J</b>	<b>\$162,400.00</b>	<b>\$0.00</b>	<b>\$162,400.00</b>

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Religion and Philosophy	\$4,640.00	\$5,000.00	\$11,050.00	\$4,850.00	\$1,795.00	\$23,575.00	\$6,075.00	\$4,275.00
Applied Science & Technology Abstracts	\$3,523.00	\$3,523.00	\$15,919.00	\$4,132.00	\$3,281.00	\$13,358.00	\$4,375.00	\$3,646.00
Science Reference Center	\$5,985.00	\$5,985.00	\$11,985.00	\$8,985.00	\$5,985.00	\$20,985.00	\$8,985.00	\$11,985.00
Computer Source	\$2,575.00	\$2,775.00	\$6,135.00	\$2,685.00	\$995.00	\$13,065.00	\$3,365.00	\$2,365.00
Social Science Abstracts	\$3,240.00	\$3,240.00	\$14,640.00	\$3,795.00	\$3,017.00	\$12,289.00	\$4,018.00	\$3,348.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

## LOT K

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	<input checked="" type="checkbox"/>
Number of Sites	<input checked="" type="checkbox"/>
Number of Terminals	<input checked="" type="checkbox"/>
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Educational Abstracts	\$23,392.00	\$0.00	\$23,392.00
Online Reader	\$16,980.00	\$0.00	\$16,980.00
<b>TOTAL PACKAGE LOT K</b>	<b>\$31,880.00</b>	<b>\$0.00</b>	<b>\$31,880.00</b>

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

## Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Educational Abstracts	\$3,084.00	\$3,084.00	\$13,926.00	\$3,613.00	\$2,872.00	\$11,698.00	\$3,826.00	\$3,188.00
Online Reader	\$2,575.00	\$2,775.00	\$6,135.00	\$2,685.00	\$995.00	\$13,065.00	\$3,365.00	\$2,365.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.



**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

**LOT M**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	<input checked="" type="checkbox"/>
Number of Sites	<input checked="" type="checkbox"/>
Number of Terminals	<input checked="" type="checkbox"/>
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
NoveList	\$15,960.00	\$0.00	\$15,960.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
NoveList	\$6,500.00	\$1,500.00	\$2,000.00	1,500.00	1,000.00	\$6,500.00	\$2,000.00	\$1,500.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938****LOT N****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	<input checked="" type="checkbox"/>
Number of Sites	<input checked="" type="checkbox"/>
Number of Terminals	<input checked="" type="checkbox"/>
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Professional Development Collection	\$17,683.00	\$0.00	\$17,683.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Professional Development Collection	\$2,055.00	\$2,225.00	\$4,900.00	\$2,150.00	\$795.00	\$10,500.00	\$2,690.00	\$1,890.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

**EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938**

Terms:	NET 30
Federal Tax ID Number	63-1105270
Vendor Number:	631105270 A
Telephone Number:	800/653-2726
Fax Number:	978/365-6565
E-Mail Address (REP)	<a href="mailto:jwilson@epnet.com">jwilson@epnet.com</a>
Company Web Site:	<a href="http://www.ebsco.com">www.ebsco.com</a>
Contact Person	Jim Wilson, Regional Sales Management
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES ENCYCLOPAEDIA  
BRITANNICA**

**Page 1 of 10**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES ENCYCLOPAEDIA BRITANNICA, INC.**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **ENCYCLOPAEDIA BRITANNICA, INC.**, a Illinois corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of Three (3) years, beginning on the 11th day of April, 2002 and ending the 31st day of April 30, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at it's option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

ENCYCLOPAEDIA BRITANNICA INC.  
ATTN: NATIONAL SALES MANAGER  
310 SOUTH MICHIGAN AVE.  
CHICAGO IL.  
60604

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.



**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**ENCYCLOPAEDIA BRITANNICA INC., 310 S MICHIGAN AVENUE, CHICAGO, IL 60604**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: YES

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: NO

PRICING SHEET **S027402/B0604225**

**LOT L**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders \_\_\_\_\_

Number of Sites \_\_\_\_\_

Number of Terminals \_\_\_\_\_

Budget \_\_\_\_\_

Other, please specify: The subscription fee quoted is based on the population served of the library(s), and allows for unlimited on-site and remote access.

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Britannica Online	\$85,000	\$0	\$85,000

Additional Information or Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individual Subscriptions and Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Britannica Online	\$7,825	\$9,050	\$2,500	\$16,295	\$4,735	\$47,620	\$9,440	\$7,250

**Additional Information or Notes:**

There is no additional charge for on-site training, and a copy of the Britannica CD 2002 will be shipped to each library branch for backup purposes at no additional charge

**ENCYCLOPAEDIA BRITANNICA INC., 310 S MICHIGAN AVENUE, CHICAGO, IL 60604**

Terms:	2% discount-Net 20 days; OR 0% discount-NET 30
Federal Tax ID Number	36-2063569
Vendor Number:	632063569
Telephone Number:	888/797-8744
Fax Number:	219/864-8195 or 800/344-9624
E-Mail Address (REP)	<a href="mailto:jkras@us.britannica.com">jkras@us.britannica.com</a>
Company Web Site:	<a href="http://www.eb.com">www.eb.com</a>
Contact Person	Joe Kras
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 06, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



## CONTRACT FOR SERVICES PURSUANT TO RFP 01120, GALE

This Contract is entered into this 6th day of March, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and the GALE GROUP, a **Michigan** Corporation (Contractor") for the purchase of Electronic Data Base Products services.

### 1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 6th day of March 2002 and ending the 31<sup>st</sup> day of March 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, item numbers, description of services, quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 Indemnification:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to Contractors obligations under this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 **Insurance Requirements:**

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 **Commercial General Liability:** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.



The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 **Automobile Liability:** Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 **Workers' Compensation:** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 **Certificates of Insurance.**

Upon demand and within 48 hours Contractor shall produce certificates of insurance, as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

4.2 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

**4.3 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

Gale Group  
Attn: Contract Administration  
27500 Drake Road  
Farmington Hills, MI 48331-3535

**4.4 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.5 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date (March 31, 2005). Requests for adjustment in price must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.6 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCE'S:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract only for the duration of this contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:     X     YES      NO

ACCEPT PROCUREMENT CARD:        YES        NO

**We would need mor information before we could answer this question**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: REBATE   X   NO        %REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT: YES\*

\*I would recommend yes; with 'qualifications' of similar population levels, or concurrent user requests being noted

\*Other government agencies in addition to the libraries listed may use this Contract with qualifications of similar population levels or concurrent user requests being noted

PRICING SHEET **S027402/B0604225**

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

**LOT A, GALE**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders      XXXXX  
 Number of Sites  
 Number of Terminals  
 Budget  
 Other, please specify:

**Pricing per individual library**

Product with Unlimited Users & Remote Access	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Centrally Billed								
InfoTrac OneFile*	10,230	9,746	23,440	16,435	6,902	104,763	17,502	19,720

\*Includes InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, General Reference Center Gold, Expanded Academic ASAP, LegalTrac, Natl Newspapers Index

Product with Unlimited Users & Remote Access	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Centrally Billed								
Informe!	3,086	3,086	4,603	3,086	3,086	8,122	4,603	3,086

**Additional Information or Notes:**

Purchase of InfoTrac ONEFile includes, at no additional charge, the ability for a library to access the component databases individually: Expanded Academic ASAP; General Reference Center-GOLD; InfoTrac Student's/Kid's Edition Products; for the full library or for a department within the library such as the Children's Room.

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
InfoTrac OneFile	145,089	Inclusive	145,089
Informe!	32,758	Inclusive	32,758
		<b>Lot A Total=</b>	<b>177,847</b>

**Additional Information or Notes:**

Purchase of InfoTrac ONEFile includes, at no additional charge, the ability for a library to access the component databases individually: Expanded Academic ASAP; General Reference Center-GOLD; InfoTrac Student's/Kid's Edition Products; for the full library or for a department within the library. Ie Children's Room.

**Additional Information or Notes:**

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:  
 For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:  
 Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

**LOT B, GALE**

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Health & Wellness Resource Center with Alt-Health Module			
	90,161	Inclusive	90,161
Lot B Total =			90,161

Additional Information or Notes:

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Health & Wellness Resource Center with Alt-Health Module	4,419	4,210	10,124	7,098	2,981	45,251	7,560	8,518

Additional Information or Notes:

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

**LOT C, GALE**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders XXXX  
 Number of Sites \_\_\_\_\_  
 Number of Terminals \_\_\_\_\_  
 Budget \_\_\_\_\_  
 Other, please specify: \_\_\_\_\_

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Associations Unlimited	62,019	Inclusive	62,019
Business & Company Resource Center	181,351	Inclusive	181,351
to add Newsletters	no charge	Inclusive	no charge
to add Prompt	no charge	Inclusive	no charge
to add Investext (ASCII format)	no charge	Not Available	no charge
to add Investext PLUS (PDF format)	88,479	Not Available	88,479
RDS TableBase	40,975	Inclusive	40,975
		<b>Lot C TOTAL=</b>	<b>372,824</b>

Additional Information or Notes:

- 1 Newsletters will be added to Bus.& Co.Resource Ctr. at no charge.
- 2 Prompt will be added to Bus.& Co.Resource Ctr. at no charge.
- 3 Investext will be added to Bus.& Co.Resource Ctr. at no charge.
- 4 InvestextPLUS does NOT offer remote access option to the Public Library Customer, due to content provider restrictions at present.

**Pricing per individual library**

Product with Unlimited Users & Remote Access Centrally Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Associations Unlimited	5,677	5,409	13,009	9,121	3,830	40,000	9,713	10,944
Business & Company Resource Center	8,661	8,251	19,844	18,551	5,843	88,690	14,817	16,695
to add Newsletters	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
to add Prompt	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
to add Investext (ASCII format)	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
Investext PLUS (PDF format)	9,077	8,647	20,796	14,580	6,124	92,948	15,528	17,496
RDS TableBase	4,557	4,342	10,441	7,321	3,074	46,665	7,796	8,784



**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

**LOT C, GALE (continued)**

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>			3		2	3		
Associations Unlimited			5,346		3,564	5,346		
<i>Number of Users</i>	1	1	1	1	1	1	1	1
Investext PLUS (PDF format)	3,366	3,366	3,366	3,366	3,366	3,366	3,366	3,366
<i>Number of Users</i>				3				
RDS TableBase				3,074				

Additional Information or Notes:

Investext PLUS does NOT offer remote access option to the Public Library Customer, due to content provider restrictions at present.

**LOT F**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing								
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
Biography Resource Center with Marquis Who's Who	16,180	16,180	26,651	22,843	8,566	28,554	22,843	22,843	*1>See Notes
Biography and Genealogy Master Index	2,006	2,006	3,304	2,832	1,062	3,540	2,832	2,832	*2>See Notes
Ancestry Plus	5,040	5,040	10,959	6,720	2,520	18,265	5,040	6,720	*3>See Notes

Additional Information or Notes:

\*1>If BioRC w/Marquis purchased with InfoTrac OneFile (Lot A), these noted prices will be reduced an additional 15% discount.

\*2>If 2 or more institutions accept central billing, deduct additional 5% form these prices.

\*3>If 2 or more institutions accept central billing, deduct additional 5% form these prices.

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

**LOT F** (continued)

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>		2	6	5	2	6		2
Biography Resource Center with Marquis Who's Who		5,491	16,474	13,728	5,491	16,474		5,491
<i>Number of Users</i>				3		3		
Biography and Genealogy Master Index				1,593		1,593		
<i>Number of Users</i>		2	3		1	2	2	3
Ancestry Plus		2,520	3,990		1,405	2,520	2,520	3,990

Additional Information or Notes:

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**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Biography Resource Center with Marquis Who's Who	\$119,538	Inclusive	\$119,538
Biography and Genealogy Master Index	\$15,692	Inclusive	\$15,692
Ancestry Plus	\$44,756	Inclusive	\$44,756

\*1>see Notes

Additional Information or Notes:

**\*1> If purchased with InfoTrac Onefile (LotA), price  
will be set at: \$95,630**

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535****LOT G****The pricing below is based on (check the appropriate entry):**Number of Registered Card Holders XXXXNumber of Sites Number of Terminals Budget Other, please specify: **Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing								
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
Literature Resource Center with Scribners & Twayne's	\$ 29,015	\$ 29,015	\$ 50,305	\$ 43,118	\$ 16,169	\$ 53,898	\$ 43,118	\$ 43,118	*1>
Contemporary Authors	\$	\$	\$	\$	\$	\$	\$	\$	
Contemporary Literary Criticism Select	\$	\$	\$	\$	\$	\$	\$	\$	
Cont.Authors/Cont.Lit.Crit.Select Pkg.	\$ 9,806	\$ 9,806	\$ 16,150	\$ 13,844	\$ 5,192	\$ 17,304	\$ 13,844	\$ 13,844	*2> and *3>

Additional Information or Notes:

**\*1> If purchased with InfoTrac OneFile (LotA) these prices will be reduced 15%****\*2> CA/CLC quoted as 'bundle', both in RFP, and now in Best and Final****\*3> If 2 or more institutions accept central billing, deduct additional 5% from these noted prices****The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing			
	Product Cost	Remote Access	Total Price	
Literature Resource Center with Scribners & Twayne's	\$ 241,245	Inclusive	\$ 241,245	*1>see notes
Contemporary Authors	\$	\$	n/a	
Contemporary Literary Criticism Select	\$	\$	n/a	
Contemp.Authors/Cont.Liter.Crit.Select Pkg.	\$ 72,277	Inclusive	\$ 72,277	*2>see notes

Additional Information or Notes:

**\*1> If purchased with InfoTrac OneFile (LotA) price will be set at: \$192,996****\*2> CA/CLC quoted as 'bundle', both in RFP, and now in Best and Final.**

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>		3	6	5	2	10	2	3
Literature Resource Center with Scribners & Twayne's		16,466	32,932	27,443	10,977	54,887	10,977	16,466
<i>Number of Users</i>	2							
Contemp.Authors/Cont.Liter.Crit.Select Pkg with Dictionary of Literary Biography	6,230							

Additional Information or Notes:

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535****LOT H****The pricing below is based on (check the appropriate entry):**Number of Registered Card Holders XXXXNumber of Sites Number of Terminals Budget Other, please specify: **Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing								See Notes:
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
InfoTrac Kids Edition	1,484	1,484	2,565	2,198	824	3,435	2,198	2,198	1,2
InfoTrac Junior Edition	3,000	3,000	5,186	4,445	1,667	6,945	4,445	4,445	1,2
InfoTrac Student Edition	6,937	6,937	12,846	11,990	3,854	16,058	11,990	11,990	1,2
Student Resource Center Gold	14,246	14,246	24,623	21,106	7,915	32,928	21,106	21,106	1,2
General Reference Center Gold	9,450	9,450	22,502	15,557	5,000	25,836	16,630	18,739	2

Additional Information or Notes:

**\*1> If purchased with InfoTrac OneFile (LotA) any/each of these will be given at no-charge for same term.****\*2> If 2 or more institutions accept central billing on the same database, deduct additional 5% from these noted prices.****The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access	Pricing			
	Product Cost	Remote Access	Total Price	
Central Billing				
InfoTrac Kids Edition	13,169	Inclusive	13,169	*1>see note
InfoTrac Junior Edition	26,346	Inclusive	26,346	*1>
InfoTrac Student Edition	61,565	Inclusive	61,565	*1>
Student Resource Center Gold	105,382	Inclusive	105,382	*2>see note
General Reference Center Gold	64,167	Inclusive	64,167	*3>see note

Additional Information or Notes:**\*1> If InfoTrac OneFile purchased (LotA), each/any of these databases will be given at no-charge for same term.****\*2> If InfoTrac OneFile purchased (LotA), the price will be set at: \$55,758****\*3> If InfoTrac OneFile purchased (LotA) the price will be set at: 32,084**

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535****LOT H** (continued)

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>			<i>Unlimited</i>	5		<i>Unlimited</i>		
Student Resource Center Gold			18,000	10,000		18,000		
<i>Number of Users</i>			<i>Unlimited</i>					
General Reference Center Gold			20,000					

## Additional Information or Notes:

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

**LOT J****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

---

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
History Resource Center - United States	\$170,951	Inclusive	\$170,951
History Resource Center - Modern World	\$170,951	Inclusive	\$170,951

Additional Information or Notes:

\*IF purchased in combination with InfoTrac OneFile  
(see LotA): price-reduced for Duplicate Content

**\*Special Pricing Notation:**

**If Both Resource Centers are Purchased Together  
Second Resource Center Priced at 50% discount**

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Selected Users & Remote Access Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
History Resource Center - United States	\$ 8,747	\$ 13,120	\$ 36,445	\$ 13,120	\$ 8,747	\$ 72,890	\$ 8,747	\$ 8,747
History Resource Center - Modern World	\$ 8,747	\$ 13,120	\$ 36,445	\$ 13,120	\$ 8,747	\$ 72,890	\$ 8,747	\$ 8,747
Simultaneous Users per Library	2	3	5	5	2	5	2	3
Oposing Viewpoints	\$ 2,599	\$ 4,115	\$ 6,137	\$ 6,137	\$ 2,599	\$ 6,137	\$ 2,599	\$ 4,115

Additional Information or Notes:

**Additional Pricing Information: Price reflects 5% Deduction for Central Billing**

**\*Special Pricing Notation:** If Both Resource Centers are Purchased Together Second Resource Center Priced at 50% discount.

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	5	5	unlimited	5	5	unlimited	5	5
History Resource Center - United States	\$ 9,207	\$ 13,811	\$ 38,363	\$ 13,811	\$ 9,207	\$ 198,900	\$ 9,207	\$ 9,207
History Resource Center - Modern World	\$ 9,207	\$ 13,811	\$ 38,363	\$ 13,811	\$ 9,207	\$ 198,900	\$ 9,207	\$ 9,207

Additional Information or Notes:

**\*Special Pricing Notation:** If Both Resource Centers are Purchased Together Second Resource Center Priced at 50% discount.

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535****LOT M****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**Additional Information or Notes:**\*Special Pricing Notation:**this provided at no-charge

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
What Do I Read Next?	\$0	Inclusive	\$0

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
What Do I Read Next?	\$1,793	\$1,708	\$4,108	\$2,880	\$1,210	\$15,300	\$3,067	\$3,456

Additional Information or Notes:

**\*Special Pricing Notation:**

IF InfoTrac OneFile purchased (see Lot A): then this product will be provided at no-charge to the same purchasing institutions.

**Pricing per individual library**

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
What Do I Read Next?	\$ 992	\$ 1,488	\$ 3,720	\$ 1,488	\$ 992	\$ 15,300	\$ 992	\$ 992

Additional Information or Notes:

**\*Special Pricing Notation:** IF InfoTrac OneFile purchased (see Lot A): then this product will be provided at no-charge to the same purchasing institutions

**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

**LOT, GALE**

**Vendor Name:**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

<b>Additional Costs or Discounts - Central Billing</b>	<b>Pricing</b>
Multiple Product Discounts:	\$
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	
	\$
	\$
	\$
	\$

**TOTAL Additional Fees**

**\$0.00**

**Total Lots A/B/C together**

**NET=\$571,207**

Additional Information or Notes:

1> Gale Group will note as 'Additional Discount' the following IF ALL PRODUCTS in ALL CURRENT LOTS (A,B,C) Selected on a basis of ALL 8 Libraries:

Lot A181,717

Lot B72,129

Lot C418,162

Additional 15% Discount will be applied

**Pricing per individual library**

<b>Additional Costs or Discounts Individually Billed</b>	<b>Pricing</b>							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Multiple Product Discounts:	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$	\$	\$	\$	\$	\$	\$	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$
1	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Additional Information or Notes:

1> For all Electronic Databases selected, either individually, or in group, the customer libraries on an individual basis will qualify for additional discounts on databases not named in this RFP,

as well as discounts extended for additional simultaneous users purchased (where applicable) to meet individual library needs.

2> The purchase of any electronic database in the above lots, qualifies the subscribing library to print discounts, on comparable titles that may be published in electronic format, or in the related topical field of database purchased.



**GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:  
 For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:  
 Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

Terms: NET 30 or As Negotiated

Federal Tax ID Number 06-1411737

Vendor Number: 061411737

Telephone Number: 800/877-4253

Fax Number: 800/414-5043

E-Mail Address (REP) [elaine.ross@gale.com](mailto:elaine.ross@gale.com)

Company Web Site [www.gale.com](http://www.gale.com)

Contact Person Elanie Ross (X1044)

Insurance Certificate Required

Contract Period: To cover the period ending **April 30, 2005.**

**SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES GREENWOOD  
PUBLISHING**

**Page 1 of 11**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES GREENWOOD PUBLISHING GROUP**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Greenwood Publishing Group, Inc. a Connecticut corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## 1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 4th day of April 2002 and ending the 30th day of April 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## 4.0 TERMS & CONDITIONS

### 4.1 INDEMNIFICATION AND INSURANCE:

#### 4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

Greenwood Publishing Group Inc.  
88 Post Road West  
P.O. Box 5007  
Westport, CT.  
06881-5007

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE



MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS  
ATTESTED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**GREENWOOD PUBLISHING GROUP INC., 88 POST RD WEST, WESTPORT, CT 06881**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NO

ACCEPT PROCUREMENT CARD:   X   YES        NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:        YES   X   NO        % REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT:  X  YES        NO

PRICING SHEET **S027402/B0604225**

**LOT M**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders           X            
 Number of Sites     
 Number of Terminals                                         
 Budget     
 Other, please specify:   

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Authors4Teens	\$75	0	\$75
SearchIT: Science	\$195	0	\$195

Additional Information or Notes:

Renewal price on Search It Science is \$95 for 2 and 3rd

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Selected Users & Remote Access Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
Authors4Teens	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
SearchIT: Science	\$146.25	\$146.25	\$146.25	\$146.25	\$146.25	\$146.25	\$146.25	\$146.25

Additional Information or Notes: Search It Science Price reflects a 25% discount for the first year; 25% discount also applied to future years. .

Authors4Teens reflects a 20% off the introductory price. This low price will extend through the 2nd and 3rd year.

**GREENWOOD PUBLISHING GROUP INC., 88 POST RD WEST, WESTPORT, CT 06881**

**Pricing per individual library**

Product with Selected Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
Authors4Teens	\$70	\$70	\$75	\$70	\$70	\$75	\$70	\$70
SearchIT: Science	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195

Additional Information or Notes:

**LOT**

**Vendor Name:**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Additional Costs or Discounts - Central Billing	Pricing
Multiple Product Discounts:	\$
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	
	\$
	\$
	\$
	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>

Additional Information or Notes:


**GREENWOOD PUBLISHING GROUP INC., 88 POST RD WEST, WESTPORT, CT 06881****Pricing per individual library**

Additional Costs or Discounts	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Individually Billed								
Multiple Product Discounts:	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$	\$	\$	\$	\$	\$	\$	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Additional Information or Notes:

Terms: NET 30  
 Federal Tax ID Number 06-1154537  
 Vendor Number: 061154537A  
 Telephone Number: 203/226-3571  
 Fax Number: 203/222-1502  
 E-Mail Address (REP) [mmarshall@greenwood.com](mailto:mmarshall@greenwood.com)  
 Company Web Site: [www.greenwood.com](http://www.greenwood.com) and [www.gem.greenwood.com](http://www.gem.greenwood.com)  
 Contact Person Mary E. Marshall X3310 or Bob Birch X383  
 Insurance Certificate Required  
 Contract Period: To cover the period ending **April 30, 2005.**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO:                All Departments

FROM:            Department of Materials Management

SUBJECT:        Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to:        Clerk of the Board  
                    Susan Varscsak, Library District  
                    Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES LEXISNEXIS ACADEMIC & LIBRARY SOLUTIONS**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and LexisNexis Academic & Library Solutions a Maryland corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 4th day of April 2002 and ending the 30TH day of April 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.



**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

LexisNexis Academic and Library Solutions  
4520 East-West Highway  
Bethesda MD.  
20814

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**LEXISNEXIS ACADEMIC & LIBRARY SOLUTIONS, 4520 EAST-WEST HIGHWAY #800, BETHESDA, MD, 20814-3389**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**ACCEPT PROCUREMENT CARD: **NO**REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: **NA**OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**PRICING SHEET **S027402/B0604225****LOT D****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders \_\_\_\_\_

Number of Sites \_\_\_\_\_

Number of Terminals \_\_\_\_\_

Budget \_\_\_\_\_

Other, please specify: ☒ **Service Populaton**

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**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Congressional Universe: Base	\$ 18,900.00	0	\$ 18,900.00
Congressional Universe: Congressional Index	\$ 5,600.00	0	\$ 5,600.00
Statistical Universe: Base	\$ 18,900.00	0	\$ 18,900.00
Statistical Universe: Abstracts & Indexes	\$ 14,280.00	0	\$ 14,280.00
<b>Total Price for Group (all modules included)</b>			<b>\$ 57,680.00</b>

**Additional Information or Notes:**

Pricing is based on participation of all eight libraries purchasing all three collections (ASL, SRI, IIS) for Statistical Universe and Congressional Indexes, an optional module for Congressional Universe. All Libraries have the option of selecting modules they desire which would reduce the overall cost of CU Indexes and SU Abstracts & Indexes. **10% discount given for SU and CU base/20% for SU A&I.**

**LEXISNEXIS ACADEMIC & LIBRARY SOLUTIONS, 4520 EAST-WEST HIGHWAY #800, BETHESDA, MD, 20814-3389****Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Congressional Universe: Base	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 2,500.00	\$ 1,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Statistical Universe: Base	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 2,500.00	\$ 1,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Congressional Universe: Congressional Indexes	\$ 500.00	\$ 500.00	\$ 900.00	\$ 700.00	\$ 500.00	\$ 1,100.00	\$ 700.00	\$ 700.00
Statistical Universe: Abstracts & Indexes	\$ 1,500.00	\$ 1,500.00	\$ 2,700.00	\$ 2,100.00	\$ 1,500.00	\$ 3,300.00	\$ 2,100.00	\$ 2,100.00
<b>Total Cost per Library</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 11,600.00</b>	<b>\$ 7,800.00</b>	<b>\$ 5,000.00</b>	<b>\$ 14,400.00</b>	<b>\$ 7,800.00</b>	<b>\$ 7,800.00</b>

Additional Information or Notes:

**Individual pricing is based on list cost and not group discount.****Once all products and modules are selected, a 3% increase will be added to the final cost of the contract for each of the three years of this agreement.****LOT J****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders

Number of Sites

Number of Terminals

Budget

Other, please specify: **Service Population****The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
History Universe	\$ 8,000	\$0	\$24,000
Current Issues Universe	\$16,000	\$0	\$16,000

**Additional Information or Notes:**

The History Universe trials included four modules: Access to African American Studies, Access to Presidential Studies, Access to Women's Studies and Guides to Microforms. Guides to Microforms will be offered as a bonus with a subscription to any of the three Access modules.

**\*The Access modules are priced per module and may be purchased individually per library.**

**LEXISNEXIS ACADEMIC & LIBRARY SOLUTIONS, 4520 EAST-WEST HIGHWAY #800, BETHESDA, MD, 20814-3389**

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Selected Users & Remote Access Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
*History Universe - AAAS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
*History Universe - AWS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
*History Universe - APS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
Current Issues Universe	\$1,250	\$1,250	\$2,750	\$2,000	\$1,250	\$3,500	\$2,000	\$2,000

**Additional Information or Notes:**

**\*Access Modules are listed: Access to African American Studies (AAAS); Access to Women's Studies (AWS); Access to Presidential Studies (APS). Each library may purchase all 3 Access modules or select from the three. Pricing remains the same purchasing individually or as a collective group. A 2% increase will be included for the final two years of the agreement once all Access modules are selected.**

**Pricing per individual library**

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
*History Universe - AAAS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
*History Universe - AWS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
*History Universe - APS	\$750	\$750	\$1,250	\$1,000	\$750	\$1,500	\$1,000	\$1,000
Current Issues Universe	\$1,250	\$1,250	\$2,750	\$2,000	\$1,250	\$3,500	\$2,000	\$2,000

**Additional Information or Notes:**

Terms: NET 30

Federal Tax ID Number 52-1802571

Vendor Number: 521802571A

Telephone Number: 800/638-8380 X4701

Fax Number: 301/654-4033

Company Web Site: [www.lexisnexus/academic.com](http://www.lexisnexus/academic.com)

Contact Person Dexter R. Evans (301/951-4701)

Insurance Certificate Required

Contract Period: To cover the period ending **April 30, 2005.**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management





# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP** **ELECTRONIC PRODUCTS AND SERVICES** **PROQUEST INFORMATION AND LEARNING**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ProQuest Information and Learning, a Michigan corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 4th day of April 2002 and ending the 30th day of April 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

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Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

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All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

ProQuest Information and Learning  
Vice President of Sales  
300 North Zeeb Road  
Ann Arbor, MI  
48103

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

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Contractor agrees to accept verbal cancellation of purchase orders.

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County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

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In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

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The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

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The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

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**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**PROQUEST INFORMATION AND LEARNING COMPANY, PO BOX 1346, ANN ARBOR, MI, 48106**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**ACCEPT PROCUREMENT CARD: **NO**OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**PRICING SHEET **S027402/B0604225****LOT I****The pricing below is based on (check the appropriate entry):**Number of Registered Card Holders                                x          Number of SitesNumber of TerminalsBudgetOther, please specify:**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Digital Sanborn Maps (Arizona)	\$ 23,200.00	\$ -	\$ 23,200.00

Additional Information or Notes:**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Digital Sanborn Maps (Arizona)	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00

Additional Information or Notes:

**Pricing per individual library**

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	5	3	2	unlimited	2	2
Digital Sanborn Maps	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Additional Information or Notes:



**PROQUEST INFORMATION AND LEARNING COMPANY, PO BOX 1346, ANN ARBOR, MI, 48106**

Terms:	NET 30
Federal Tax ID Number	36-3580102
Vendor Number:	363580102A
Telephone Number:	800/521-0600
Fax Number:	734/997-4269
E-Mail Address (REP)	<a href="mailto:lettie.bennett@il.proquest.com">lettie.bennett@il.proquest.com</a>
Company Web Site:	<a href="http://www.proquest.com">www.proquest.com</a>
Contact Person	Lettie Bennett
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO:                All Departments

FROM:            Department of Materials Management

SUBJECT:        Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 11, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to:        Clerk of the Board  
                    Susan Varscsak, Library District  
                    Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES ROCKHILL COMMUNICATIONS INC.**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **ROCKHILL COMMUNICATIONS, INC.**, a Pennsylvania corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 11th day of April, 2002 and ending the 31st day of April 30, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## 4.0 TERMS & CONDITIONS

### 4.1 INDEMNIFICATION AND INSURANCE:

#### 4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at it's option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

Rockhill Communications  
ATTN: Executive Vice President, Business Development  
14 Rock Hill Road  
Bala Cynwyd, PA. 19004

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

---

AUTHORIZED SIGNATURE

---

PRINTED NAME AND TITLE

---

ADDRESS

---

DATE



MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: YES

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: YES

PRICING SHEET **S027402/B0604225**

**LOT N**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	1,693,608
Number of Sites	8 sites, 42 locations
Number of Terminals	n/a
Budget	n/a
Other, please specify:	n/a

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Online Product:Unlimited Users /Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet ONLINE Health Collection:	\$27,233	included	\$27,233
For Schools, Academic, Public, and Medical Libraries			

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**Pricing per individual library**

Online Product:Unlimited Users /Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet ONLINE Health Collection	\$3,856	\$3,825	\$4,713	\$4,209	\$3,630	\$7,360	\$4,280	\$4,362

For Schools, Academic, Public, and Medical Libraries

Additional Information or Notes:

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004**

The pricing in this section is guaranteed if all 8 Libraries purchase these products.

MARC Record Product One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet MARC Health Collection For Schools, Academic, Public, and Medical Libraries	\$27,233	included	\$27,233

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**Pricing per individual library**

MARC Record Product Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet MARC Health Collection	\$3,856	\$3,825	\$4,713	\$4,209	\$3,630	\$7,360	\$4,280	\$4,362

For Schools, Academic, Public, and Medical Libraries

Additional Information or Notes:

**LOT N 1**

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	1,693,608
Number of Sites	8 sites, 42 locations
Number of Terminals	n/a
Budget	n/a
Other, please specify:	n/a

The pricing in this section is guaranteed if all 8 Libraries purchase these products.

Online Product: Unlimited Users / Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet ONLINE (combined products) Web Feet ONLINE K-12/Adult Collection and Web Feet ONLINE Health Collection	\$53,833	included	\$53,833

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004**

**Pricing per individual library**

Online Product:Unlimited Users /Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet ONLINE (combined products)	\$6,209	\$6,107	\$9,087	\$7,397	\$5,460	\$17,983	\$7,633	\$7,909

Web Feet ONLINE K-12/Adult Collection and Web Feet ONLINE Health Collection

Additional Information or Notes:

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**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

MARC Record Product One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet MARC (combined products)	\$53,833	included	\$53,833

Web Feet MARC K-12/Adult Collection and Web Feet MARC Health Collection

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**Pricing per individual library**

MARC Record Product Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet MARC (combined products)	\$6,209	\$6,107	\$9,087	\$7,397	\$5,460	\$17,983	\$7,633	\$7,909

Web Feet MARC K-12/Adult Collection and Web Feet MARC Health Collection

Additional Information or Notes:

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004****LOT N 2****The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	1,693,608
Number of Sites	8 sites, 42 locations
Number of Terminals	n/a
Budget	n/a
Other, please specify:	n/a

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Online Product:Unlimited Users /Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet ONLINE K-12/Adult Collection:	\$41,600	included	\$41,600

Subject Guide to the Best Web Sites for Kindergarten to Adult

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**Pricing per individual library**

Online Product:Unlimited Users /Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet ONLINE K-12/Adult Collection	\$5,353	\$5,282	\$7,374	\$6,188	\$4,830	\$13,623	\$6,353	\$6,547

Subject Guide to the Best Web Sites for Kindergarten to Adult

Additional Information or Notes:

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

MARC Record Product One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Web Feet MARC K-12/Adult Collection	\$41,600	included	\$41,600

Subject Guide to the Best Web Sites for Kindergarten to Adult

Additional Information or Notes:

These prices are inclusive of all costs, including training, for both the group pricing and the individual pricing.

**Pricing per individual library**

MARC Record Product Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Web Feet MARC K-12/Adult Collection	\$5,353	\$5,282	\$7,374	\$6,188	\$4,830	\$13,623	\$6,353	\$6,547

Subject Guide to the Best Web Sites for Kindergarten to Adult

Additional Information or Notes:

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004**

**SUPPLEMENTAL PRICING**

**LOT**

**Vendor Name: RockHill Communications, Inc.**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 libraries purchase the product.**

<b>Additional Costs or Discounts - Central Billing</b>	<b>Pricing</b>
Multiple Product Discounts:	\$ see note #1
Software Fees (not including licensing fees):	\$ none
Consulting and Training Fees:	\$ see note #2
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	n/a
	\$
	\$
	\$
	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>

Additional Information or Notes:

#1 We have created multiple product discounts within the pricing for our combined products

#2 Training costs are included in the product pricing

**Pricing per individual library.**

<b>Additional Costs or Discounts Individually Billed</b>	<b>Pricing</b>							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Multiple Product Discounts: see note #1	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees): n/a	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees: see note #2	\$	\$	\$	\$	\$	\$	\$	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized n/a								
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Additional Information or Notes:

**ROCKHILL COMMUNICATIONS INC., 14 ROCK HILL ROAD, BALA CYNWYD, PA 19004**

Terms:	NET 30
Federal Tax ID Number	23-3065090
Vendor Number:	233065090
Telephone Number:	610/667-2040
Fax Number:	610/667-2291
Contact Person	Sophie Socha or Ann Bagnell
E-Mail Address	<a href="mailto:ssocha@rockhillcommunications.com">ssocha@rockhillcommunications.com</a> Or <a href="mailto:abagnell@rockhillcommunications.com">abagnell@rockhillcommunications.com</a>
Company Web Site:	<a href="http://www.webfeetguides.com">www.webfeetguides.com</a>
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management





# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES ROTH PUBLISHING INC.**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Roth Publishing, Inc., an New York corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of Three (3) years, beginning on the 4 th day of April, 2002 and ending the 30th day of April, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at it's option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

Roth Publishing  
Vice President of Sales  
175 Great Neck Road  
Great Neck, New York  
11021

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**ROTH PUBLISHING INC., 175 GREAT NECK ROAD, GREAT NECK, NY 11021**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: YES

**PRICING SHEET S027402/B0604225**

**LOT G**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	
Budget	
Other, please specify:	

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Poem Finder on the Web (including Story Finder)	\$20,400	included	\$20,400

Additional Information or Notes:

Year 1: \$20,400

Year 2: \$21,420 (5% increase)

Year 3: \$22,491 (5% increase)

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Poem Finder on the Web (including Story Finder)	\$ 2,405	\$ 2,405	\$ 5,655	\$ 2,405	\$ 2,080	\$ 5,655	\$ 2,730	\$ 1,755

Additional Information or Notes:

Additional Discounts:

2-4 libraries - 5%

5-7 libraries - 10%

Year 2 and 3: 5% increase on prices



**ROTH PUBLISHING INC., 175 GREAT NECK ROAD, GREAT NECK, NY 11021**

**SUPPLEMENTAL PRICING**

**LOT**

**Vendor Name: Roth Publishing, Inc.**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

<b>Additional Costs or Discounts - Central Billing</b>	<b>Pricing</b>
Multiple Product Discounts:	\$
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$250/day for onsite training
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	
	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>

Additional Information or Notes:

Additional cost of \$250 per day for onsite training.

All other training materials including printed user's guides, display materials, online help, phone technical assistance and email technical assistance

are included at no additional charge.

**Pricing per individual library**

Additional Costs or Discounts	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Multiple Product Discounts:	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Additional Fees	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training

Additional Information or Notes:

Additional cost of \$250 per day for onsite training.

All other training materials including printed user's guides, display materials, online help, phone technical assistance and email technical assistance are included at no additional charge.

**ROTH PUBLISHING INC., 175 GREAT NECK ROAD, GREAT NECK, NY 11021**

Terms:	NET 45
Federal Tax ID Number	11-2383408
Vendor Number:	113583408
Telephone Number:	800/899-7684
Fax Number:	516/829-7746
E-Mail Address (REP)	<a href="mailto:lbecker@litfinder.com">lbecker@litfinder.com</a>
Company Web Site:	<a href="http://www.litfinder.com">www.litfinder.com</a>
Contact Person	Laura Becker
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO:                All Departments

FROM:            Department of Materials Management

SUBJECT:        Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 04, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to:        Clerk of the Board  
                    Susan Varscsak, Library District  
                    Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES SIRS**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SIRS Publishing, Inc., a Florida corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of Three (3) years, beginning on the 4 th day of April, 2002 and ending the 30th day of April , 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

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In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

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Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

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It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

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**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

SIRS Publishing INC.  
Vice President of Sales  
PO BOX 272348  
BOCA RATON, FL  
33427-2348

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

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**4.7 TERMINATION:**

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If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.



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The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

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This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**SOCIAL ISSUES RESOURCES SERIES, PO BOX 2348, BOCA RATON, FL 33427-2348**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**

ACCEPT PROCUREMENT CARD: **YES**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: **NO**

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**

PRICING SHEET **S027402/B0604225**

**LOT J**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders \_\_\_\_\_  
 Number of Sites                     X                      
 Number of Terminals \_\_\_\_\_  
 Budget \_\_\_\_\_  
 Other, please specify: \_\_\_\_\_

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Renaissance	\$25,200	\$0.00	\$25,200 (42 Sites)
Researcher	\$42,525	\$0.00	\$42,525 (42 Sites)

Additional Information or Notes:

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**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Renaissance	\$2,160.00	\$2,160.00	\$8,840.00	\$2,160.00	\$1,440.00	\$8,840.00	\$2,880.00	\$720.00
Researcher	\$3,645.00	\$3,645.00	\$14,917.50	\$3,645.00	\$2,430.00	\$14,917.50	\$4,860.00	\$1,215.00
	(3 sites)	(3 sites)	(13 sites)	(3 sites)	(2 sites)	(13 sites)	(4 sites)	(1 site)

**SOCIAL ISSUES RESOURCES SERIES, PO BOX 2348, BOCA RATON, FL 33427-2348**

Additional Information or Notes:

The above costs for Researcher include a 10% discount per Library taken off the \$1,350 per site cost; discount is based on the multiple site discount schedule.

If multiple sites (site = branch library) purchase Researcher the following discount schedule would be applied:

1-9 sites = 10% discount off the \$1,350 per site

10-20 sites = 15% discount off the \$1,350 per site

21-30 sites = 20% discount off the \$1,320 per site

31-above sites = 25% discount off the \$1,350 per site

Active Researcher licensees are eligible to purchase Renaissance at a 50% discount off the list price (\$800) for use at the same site.

Renaissance would be \$400 per site for above libraries with the purchase of Researcher.

**LOT N**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders \_\_\_\_\_

Number of Sites \_\_\_\_\_ X \_\_\_\_\_

Number of Terminals \_\_\_\_\_

Budget \_\_\_\_\_

Other, please specify: \_\_\_\_\_

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Additional Information or Notes:

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
NetSelect	\$25,200.00	\$0.00	\$25,200.00 (42 Sites)

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**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
NetSelect	\$2,160.00	\$2,160.00	\$8,840.00	\$2,160.00	\$1,440.00	\$8,840.00	\$2,880.00	\$720
	(3 sites)	(3 sites)	(13 sites)	(3 sites)	(2 sites)	(13 sites)	(4 sites)	(1 site)

Additional Information or Notes:

Active Researcher licensees are eligible to purchase Renaissance at a 50% discount off the list price (\$800) for use at the same site.

NetSelect would be \$400 per site for above libraries with the purchase of Researcher.

**SOCIAL ISSUES RESOURCES SERIES, PO BOX 2348, BOCA RATON, FL 33427-2348**

**LOTs D, H, J, & N Inclusive of all products**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders \_\_\_\_\_

Number of Sites \_\_\_\_\_ X \_\_\_\_\_

Number of Terminals \_\_\_\_\_

Budget \_\_\_\_\_

Other, please specify: \_\_\_\_\_

**The pricing in this section is guaranteed if all 8 Libraries purchase all products.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Government Reporter	\$25,200.00	\$0.00	\$25,200.00 (42 Sites)
Discoverer Deluxe	\$18,900.00	\$0.00	\$18,900.00 (42 Sites)
Renaissance	\$25,200.00	\$0.00	\$25,200.00 (42 Sites)
Researcher	\$42,525.00	\$0.00	\$42,525.00 (42 Sites)
NetSelect	\$25,200.00	\$0.00	\$25,200.00 (42 Sites)

Additional Information or Notes:

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**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Government Reporter	\$2,160.00	\$2,160.00	\$8,840.00	\$2,160.00	\$1,440.00	\$8,840.00	\$2,880.00	\$720.00
Discoverer Deluxe	\$1,620.00	\$1,620.00	\$6,630.00	\$1,620.00	\$1,080.00	\$6,630.00	\$2,160.00	\$540.00
Renaissance	\$2,160.00	\$2,160.00	\$8,840.00	\$2,160.00	\$1,440.00	\$8,840.00	\$2,880.00	\$720.00
Researcher	\$3,645.00	\$3,645.00	\$14,917.50	\$3,645.00	\$2,430.00	\$14,917.50	\$4,860.00	\$1,215.00
NetSelect	\$2,160.00	\$2,160.00	\$8,840.00	\$2,160.00	\$1,440.00	\$8,840.00	\$2,880.00	\$720.00
	(3 sites)	(3 sites)	(13 sites)	(3 sites)	(2 sites)	(13 sites)	(4 sites)	(1 site)

Additional Information or Notes:

The above costs for Researcher include a 10% discount per Library taken off the \$1,350 per site cost; discount is based on the multiple site discount schedule.

If multiple libraries purchase Researcher the following discount schedule would be applied to list price to determine final cost:

1-9 sites = 10% discount off the \$1,350 per site list price

10-20 sites = 15% discount off the \$1,350 per site list price

21-30 sites = 20% discount off the \$1,320 per site list price

31-above sites = 25% discount off the \$1,350 per site list price

Active Researcher licensees are eligible to purchase Renaissance at a 50% discount off the list price for use at the same site.

Renaissance, Government Reporter, and NetSelect would be \$400 per site for above libraries with the purchase of Researcher.

Discoverer Deluxe would be \$300 per site for the above libraries with the purchase of Researcher

**SOCIAL ISSUES RESOURCES SERIES, PO BOX 2348, BOCA RATON, FL 33427-2348**

Purchase of Renaissance, Government Reporter, and NetSelect without Researcher would also qualify for multiple site discounts at the same percentages as above. These discount percentages would be taken off the list price of \$800.

Purchase of Discoverer Deluxe without Researcher would qualify for multiple site discounts at the same percentages as above - to be taken off the \$600 list price.

**SUPPLEMENTAL PRICE**

**LOT**

**Vendor Name:**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

<b>Additional Costs or Discounts - Central Billing</b>	<b>Pricing</b>
Multiple Product Discounts:	*
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	
	\$
	\$
	\$
	\$

**TOTAL Additional Fees \$0.00**

Additional Information or Notes:

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\*Active licensees of SIRS Researcher are entitled to purchase SIRS Government Reporter proposed under Lot D, SIRS Renaissance proposed under Lot J, SIRS NetSelect proposed under Lot N at a discounted price of \$400 per site and SIRS Discoverer Deluxe proposed under Lot H at a discounted price of \$300 per site.

**Pricing per individual library**

<b>Additional Costs or Discounts Individually Billed</b>	<b>Pricing</b>							
	<b>Chandler</b>	<b>Glendale</b>	<b>MCLD</b>	<b>Mesa</b>	<b>Peoria</b>	<b>Phoenix</b>	<b>Scottsdale</b>	<b>Tempe</b>
Multiple Product Discounts:	*	*	*	*	*	*	*	*
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$	\$	\$	\$	\$	\$	\$	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**SOCIAL ISSUES RESOURCES SERIES, PO BOX 2348, BOCA RATON, FL 33427-2348**

## Additional Information or Notes:

\*Active licensees of SIRS Researcher are entitled to purchase SIRS Government Reporter proposed under Lot D, SIRS Renaissance proposed under Lot J, SIRS NetSelect proposed under Lot N at a discounted price of \$400 per site and SIRS Discoverer Deluxe proposed under Lot H at a discounted price of \$300 per site.

Terms:	NET 30
Federal Tax ID Number	52-0984180
Vendor Number:	520984180
Telephone Number:	800/232-7477
Fax Number:	561/995-4017
E-Mail Address (REP)	<a href="mailto:jennh@sirs.com">jennh@sirs.com</a>
Company Web Site:	www.sirs.com
Contact Person	Jenniffer Hudson
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005.</b>

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 11, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management





# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES TUTOR.COM**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Tutor.Com Inc., a New York corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## **1.0 TERM**

- 1.1 This Contract is for a term of Three (3) years, beginning on the 11th day of April, 2002 and ending the 31st day of April 30, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## **3.0 DUTIES**

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## **4.0 TERMS & CONDITIONS**

### **4.1 INDEMNIFICATION AND INSURANCE:**

#### **4.1.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at it's option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

Tutor.com Inc.  
Chief Financial Officer  
40 Fulton Street  
9<sup>th</sup> Floor  
New York City, New York  
10038

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

---

AUTHORIZED SIGNATURE

---

PRINTED NAME AND TITLE

---

ADDRESS

---

DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**TUTOR. COM INC, 40 FULTON STREET, NEW YORK, NY 10038**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**

ACCEPT PROCUREMENT CARD: **NO**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: **NO**

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**

PRICING SHEET **S027402/B0604225**

**LOT K**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders

Number of Sites x

Number of Terminals

Budget

Other, please specify: x

Spec for needed Tutors provided by county

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Live Homework Help	\$188,480	\$40,000	\$228,480

Additional Information or Notes:

Pricing includes an across the board discount of 15%

Makes Live Homework Help available for 35 hours per week  
of each library's choosing.

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Selected Users & Remote Access Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
Live Homework Help	\$10,200	\$15,300	\$51,000	\$15,300	\$10,200	\$68,000	\$10,200	\$10,200

Additional Information or Notes:



**TUTOR. COM INC, 40 FULTON STREET, NEW YORK, NY 10038**

This pricing includes an across the board discount of 15%. The service can be implemented in as many locations as a library chooses.

However based on the number of simultaneous users purchased it may be the discretion of the library to only make the service available from only certain branches. Makes Live Homework Available for 35 Hours a week of each library's choosing.

**Pricing per individual library**

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
Live Homework Help	\$12,000	\$18,000	\$60,000	\$18,000	\$12,000	\$72,000*	\$12,000	\$12,000

## Additional Information or Notes:

The service can be implemented in as many locations as a library chooses. However based on the number of simultaneous users purchased it may be the discretion of the library to only make the service available from only certain branches. Makes Live Homework Available for 35 Hours a week of each library's choosing.

\*Indicates a previously proposed price to the Phoenix Public Library.

Terms: NET 30

Federal Tax ID Number 04-3441166

Vendor Number: 043441166

Telephone Number: 212/528-3101

Fax Number: 509/267-3818

Contact Person Nicholas Goodman

E-Mail Address [ngoodman@tutor.com](mailto:ngoodman@tutor.com)

Company Web Site: [www.tutor.com](http://www.tutor.com), [www.livehomeworkhelp.com](http://www.livehomeworkhelp.com)

Insurance Certificate Required

Contract Period: To cover the period ending **April 30, 2005.**

**CONTRACT PERIOD THROUGH APRIL 30 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 11, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
Monica Mendoza, Materials Management



# **CONTRACT FOR SERVICES PURSUANT TO 01120, RFP ELECTRONIC PRODUCTS AND SERVICES WORLD BOOK SCHOOL & LIBRARY**

This Contract is entered into this 4th day of April, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **WORLD BOOK SCHOOL & LIBRARY**, an Illinois corporation ("Contractor") for the purchase of ELECTRONIC DATA BASE PRODUCTS.

## 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 11th day of April, 2002 and ending the 31st day of April 30, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

## 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

## 4.0 TERMS & CONDITIONS

### 4.1 INDEMNIFICATION AND INSURANCE:

#### 4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and

employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

**4.3 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at it's option to utilize the Internet to place orders under this Contract.

**4.4 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona  
85003

For Contractor:

World Book School and Library  
ATTN: Western Region sales Director  
233 North Michigan Ave.  
Chicago, Illinois 60601

**4.5 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

**4.6 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.7 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.17 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

---

AUTHORIZED SIGNATURE

---

PRINTED NAME AND TITLE

---

ADDRESS

---

DATE



MARICOPA COUNTY

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**WORLD BOOK INC., 10800 N 101 PLACE, SCOTTSDALE, AZ 85260**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: **YES**

ACCEPT PROCUREMENT CARD: **YES**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: **NO**

OTHER GOV'T AGENCIES IN ADDITION TO LIBRARIES LISTED MAY USE THIS CONTRACT: **NO**

PRICING SHEET **S027402/B0604225**

**LOT L**

**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders 1,693,575

Number of Sites 42

Number of Terminals unlimited

Budget \$61347 per 1 year \$184,041 per 3 years

Other, please specify: \_\_\_\_\_

**The pricing in this section is guaranteed if all 8 Libraries purchase these products.**

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
World Book Online, including North American, International & Historical versions, plus US History Reference Library, Special Reports, & World Book Dictionary	\$38,766	\$22,581	\$61,347

Additional Information or Notes:

American Reference Library is now included in the  
US History Reference Library

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
World Book Online, including North American, International & Historical versions, plus American Reference Library, Special Reports, & World Book Dictionary	\$5,405	\$5,428	\$16,642	\$7,418	\$3,630	\$43,035	\$8,460	\$7,095

Additional Information or Notes:

Total cost for these libraries billed individually would be: **\$97,113**

Consortium pricing (all libraries) is \$61,347 which is a savings of **\$35,766**

**WORLD BOOK INC., 10800 N 101 PLACE, SCOTTSDALE, AZ 85260**

**LOT L SUPPLEMENTAL PRICING**

**Vendor Name: World Book School & Library**

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

**The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

<b>Additional Costs or Discounts - Central Billing</b>	<b>Pricing</b>
Multiple Product Discounts:	\$0
Software Fees (not including licensing fees):	\$0
Consulting and Training Fees:	\$0
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	\$0
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>

Additional Information or Notes:

There are no additional fees, charges, nor discounts. Pricing as indicated in our original proposal is summarized in attachment A of this document.

We are offering the use of the new US History Reference Library, the value of which may be estimated at \$265 per site. In addition, our local representative will show the other reference libraries to librarian staff in the consortium. The additional new World Book Research Libraries are: World History, Political Science & Law, Social Sciences, Literature, Science & Mathematics, Language, and Philosophy & Religion.

**Pricing per individual library**

<b>Additional Costs or Discounts Individually Billed</b>	<b>Pricing</b>							
	<b>Chandler</b>	<b>Glendale</b>	<b>MCLD</b>	<b>Mesa</b>	<b>Peoria</b>	<b>Phoenix</b>	<b>Scottsdale</b>	<b>Tempe</b>
Multiple Product Discounts:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software Fees (not including licensing fees):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting and Training Fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL Additional Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**WORLD BOOK INC., 10800 N 101 PLACE, SCOTTSDALE, AZ 85260**

## Additional Information or Notes:

The World Book Online Program is an organic and expanding constellation of reference databases. Each week, sometimes daily, new articles and links to periodicals, websites, and other world book sources are added. Furthermore, all such additions are archived so users can access them when current articles are replaced with new ones. The databases of Atlases, Teacher Resources, Student Homework Helpers remain. World Book has also archived and included all text from previous additions of World Book, from 1922 until today, thereby permitting the researcher to make comparisons from previous times to today's world. World Book will continue to include archived materials in the original form as well as offering the work of one of the largest editorial staffs in publishing. Appendix A, affirms the pricing as the best offer from World Book.

Library Locations	Online	International	=Global	US History Ref Library	Remote
Chandler Public 3	\$2,085.00	\$ 267.00	\$ 2,352.00	\$ 417.00	\$ 3,320.00
Glendale Public 3	\$2,085.00	\$ 267.00	\$ 2,352.00	\$ 417.00	\$ 3,163.00
Maricopa County Lib. Dist. 13	\$9,035.00	\$1,157.00	\$10,192.00	\$1,807.00	\$ 7,607.00
Mesa Public 3	\$2,085.00	\$ 267.00	\$ 2,352.00	\$ 417.00	\$ 5,333.00
Peoria 2	\$1,390.00	\$ 178.00	\$ 1,568.00	\$ 278.00	\$ 2,240.00
Phoenix 13	\$9,035.00	\$1,157.00	\$10,192.00	\$1,807.00	\$34,000.00
Scottsdale 4	\$2,780.00	\$ 356.00	\$ 3,136.00	\$ 556.00	\$ 5,680.00
Tempe 1	\$ 695.00	\$ 89.00	\$ 784.00	\$ 139.00	\$ 6,400.00
<b>TOTALS</b>	<b>\$29,190.00</b>	<b>\$3,738.00</b>	<b>\$32,928.00</b>	<b>\$5,838.00</b>	<b>\$67,743.00 *</b>

Remote Access costs reconfigured on the basis of family card holders (3 cards   \*\$22,581.00 per family)

**TOTAL COST: All libraries**  
**\$38,766.00 + \$22,581.00 (remote)**  
**1 year total \$61,347.00**  
**3 year total \$184,041.00**

Terms: NET 30

Federal Tax ID Number 36-2364281

Vendor Number: 362364281A

Telephone Number: 480/451-9583

Fax Number: 480/451-0570

Contact Person Kit Brennan

E-Mail Address [kitworldbook@aol.com](mailto:kitworldbook@aol.com)

Insurance Certificate Required

Contract Period: To cover the period ending **April 30, 2005.**